Instrument Prepared By And Recording Requested By:

14038355 B: 11383 P: 6251 Total Pages: 11
11/03/2022 12:25 PM By: ggasca Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CMC READY MIX LLC
8777 S REDWOOD RD #250WEST JORDAN, UT 84088

Space Above For Recorder's Use

Parcel No. 27-28-140-015-0000

#### NOTICE OF CONSTRUCTION SERVICE LIEN

The Claimant:

CMC Ready Mix LLC 8777 S Redwood Rd #250 West Jordan, UT 84088

The **Property Owner**:

Debby Mantor Brandon Oquendo

The Party Who Hired the Claimant ("Hiring Party"):

Utah Concrete PO Box 218 Lehi, UT 84043

Amount of Claim / Total Balance Due:

\$8240.84

The **Property** to be charged with the lien:

State of Utah

County: Salt Lake

Municipal Address:

3013 W Kings Mountain Ct Riverton, UT 84065

Legal Property Description:

Lot 107 Kings Crossing No. 1 8247-5501 9597-3298 9602-7423 10489-3432

Services / Materials Provided ("Services"):

Concrete

Claimant First Furnished Labor and/or

Materials on:

June 22, 2022

Claimant Last Furnished Labor and/or

Materials on:

June 23, 2022

Notice is hereby given that Claimant hereby claims a construction service lien pursuant to UTAH CODE ANN. § 38-1-1 et seq., upon the property described above. In support of this lien, the following information is being submitted:

The Property being liened is identified above as the Property;

The owner or reputed owner of the Property is above-identified as the Property Owner;

The name and address of the party making this claim of lien is above-identified as the Claimant. The Claimant is the party who actually furnished the materials, labor, services, equipement, or other construction work for which this lien is claimed. These services and/or materials are above-described as the Services. These Services were furnished to the Property, and incorporated therein;

The Claimant was hired by the above-identified Hiring Party;

The above-identified Amount of Claim is the total balance due to the Claimant at the time of the filing of this Claim of Construction Lien. This is a true statement of the Claimant's demand after deducting all just credits and offsets.

PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if and only if the following conditions are satisfied:

(1) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (2) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor, factory built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract.

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Signature of Clai	mant, and Verificatio	on  County of	Satt La	ıke	
State of		County of	Choti -		
sworn upon oath, foregoing Notice of the facts, and cert	, the undersig do state that I am the of Claim of Lien, know ify that based thereup nd correct, and that I	Claimant nat the contents on, upon my believe them	med here thereof, a information to be true	in, that I have and I have kn on and belief e.	e read the nowledge of the
		·	CM	C Ready	Mix
		Sign	ned by <u></u>	C Ready Anneka Sov Automat	Claiman tham
			Title ated:	accountant	
	1	U	raied:	11/2/00	
Sworn to and sub- listed State and C	scribed before me, un ounty, on this date: _2	dersigned No	otary Publ	lic, in and for	the above
Notary Public	usew		Notary "obli <b>c</b> My Commissi October	ERGESON State of Ulah on Expires on: 22, 2025 ber: 721005	



8777 S Redwood Rd #250 West Jordan, UT 84088

## **INVOICE**

INVOICE NO.	DATE
18247	06/23/2022

### **REMIT PAYMENT TO:**

CMC Ready Mix ATTN: Accounts Receivable 8777 South Redwood Road Suite 250 West Jordan, UT 84088

TERMS: Net 30

#### BILL TO:

Utah Concrete PO Box 218 Lehi, UT 84043

FOR BILLING INQUIRIES CONTACT BECKY@CMCROCK.COM

Customer No.		ob Address	Purchase Order	Lot No.	Project No.	Order No
Utah Concrete		Kings Mountain Court verton 84065		9696643		
Date	Ticket No.	Desci	ription	Quantity	Unit Price	Amount
	17520	4000 /	AE Mix	10	123.00	1,230.00T
	17520	DELIVE	RY FEE	10	30.00	300.00
	17520	Delv	/o60	10	6.00	60.00T
	17520	ENVIRONM	IENTAL FEE	1	25.00	25.00
	17520	FUEL SUI	RCHARGE	1	36.00	36.00
	17524	4000 AE Mix		10	123.00	1,230.00T
F	17524	DELIVERY FEE		10	30.00	300.00
	17524	Delvo60		10	6.00	60.00T
	17524	ENVIRONMENTAL FEE		1	25.00	25.00
	17524	FUEL SURCHARGE		1	36.00	36.00
	17526	4000 AE Mix		10	123.00	1,230.00T
	17526	DELIVE	DELIVERY FEE		30.00	300.00
	17526	Delv	Delvo60 10		6.00	60.00T
	17526	ENVIRONN	ENVIRONMENTAL FEE 1		25.00	25.00
	17526	FUEL SUI	RCHARGE	1	36.00	_ 36.00
ayment in full is due 30 d	ays from date of invo	pice. A finance charge of 1 1/2% per	month (annual rate of 18%) is charged	on all past	Sub Total:	4,953.00
due accounts. I	f collection is made b	oy suit ar otherwise, interest, collection	on costs, and attorney fees will be chare	ged.	Sales Tax:	276.71
					Amount Due:	\$5,229.71

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8777 S Redwood Rd #250 West Jordan, UT 84088

## **INVOICE**

INVOICE NO.	DATE
18127	06/22/2022

### **REMIT PAYMENT TO:**

CMC Ready Mix
ATTN: Accounts Receivable
8777 South Redwood Road Suite 250
West Jordan, UT 84088

**TERMS: Net 30** 

#### BILL TO:

Utah Concrete PO Box 218 Lehi, UT 84043

FOR BILLING INQUIRIES CONTACT BECKY@CMCROCK.COM

Customer No.	Jo	ob Address Purchase Order		Lot No.	Project No.	Order No.
Utah Concrete		Kings Mountain Court erton 84065	_	9696643		
Date	Ticket No.	Desc	ription	Quantity	Unit Price	Amount
	17436	4000	AE PEA	6	129.00	774.00T
	17436	DELIV	RY FEE	6	30.00	180.00
	17436	ENVIRONI	/ENTAL FEE	1	25.00	25.00
	17436	FUEL SURCHARGE		1	36.00	36.00
	, 17442	4000 AE PEA		6	129.00	774.00T
_	17442	DELIVERY FEE		6	30.00	180.00
_	17442	ENVIRONMENTAL FEE		1	25.00	25.00
	17442	FUEL SURCHARGE		1	36.00	36.00
	17481	4000	AE PEA	2	129.00	258.00T
	17481	DELIVI	ELIVERY FEE 2		30.00	60.00
	17481	ENVIRONMENTAL FEE		1	25.00	25.00
	17481	FUEL SURCHARGE		1	36.00	36.00
	17481	SHORT LOAD		1	200.00	200.00
	Time Excess	Time		91	3.00	273.00
Payment in full is due 30 c	lays from date of invo	ice. A finance charge of 1 1/2% per	month (annual rate of 18%) is charged o	n all past	Sub Total:	2,882.00

ayment in full is due 30 days from date of invoice. A finance charge of 1 1/2% per month (annual rate of 18%) is charged on all past due accounts. If collection is made by suit or otherwise, interest, collection costs, and attorney fees will be charged.

Sales Tax: 129.13

Amount Due: \$3,011.13

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8777 S Redwood Road Suite #250 West Jordan, UT 84088

Dispatch: 385-887-2750

Purchase Order	Invoice Number
Cody	

Customer/Del	ivery A	ddress	Account Nur	mber	Date		Start Tim	ne Ticket	Number
3013 West Kings Mount	ain Cou	rt	C0274 06/23/2022			07:30 17520			
Riverton		Othe	r Instruct	ons			Job/Proje	ct	
Order Number		Driver	Concrete For	Truck	Slump	Yard	s Orderec	l Yards Delivered	Previous Truck
42	Jo	nes, David		117		;	30.00	10.00	
Product Code		Quantity	Description			Unit	Price	Amount	
40AE		10.00	4000 PSI AE				CU Yar		
ENVIRO		1.00	ENVIRONMENTAL	FEE			Each		
DELIVERY		1.00	DELIVERY FEE				Per Yar		
Delvo60		1.00	Delvo60				Per Yar		
FUEL.		1.00	FUEL SURCHARG	E			Each		
						,		i	
		<u> </u>	-					Sub Total:	
								Sales Tax:	
								Amount Due:	
					1403	8355	B: 1138	33 P: 6256 Pa	ge 6 of 11



Office 897 W Baxter Drive South Jordan, UT

Dispatch: 385-887-2750

Job Site Conditions				
☐ Fair ☐ Windy	☐ Snow ☐ Frozen Sub Grade			
Rain	☐ Other			
Purchase Order	Invoice Number			
Cody				

Customer assumes all responsibility for the effect that water added at	20.00	-	
Customer request may have on product quality, including without limitation strength, durability, appearance, air content etc.			
For additional information about 2. Concrete is NOT guaranteed the time the material is delivered test on plastic or hardened conditions. Only CMC Ready Mix employed climb on or in any other way additionable to spation of the conditions of the co	at our material safety, please contact di against freezing. Claims of shortages d. In accordance with ASTMC94, CMC crete. Due to all the natural componency ees may have access to the concrete cress the CMC Ready Mix concrete true pecify and provide a location on the journal of the consible to specify and provide a design of the cright of the consible to direct CMC Ready Note that such direction is followed or that the liable and will be indemnified by the corright-of-way limits, including limitation of the consideration of the conditions. TRAC for Owner will also pay all towing and rections or job site conditions. TRAC for Owner (NER: Failure of Customer to pay for the consideration of the property pursuant to Utac Customer purchasing the concrete obtaint in full is due within 30 days following the concrete obtaint in full is due within 30 days following the concrete collection fees, lien fees,	will not be allowed and will be deemed waived unless made a Ready Mix shall be provided with the results of any accept ats in concrete, CMC Ready Mix will not guarantee color. It is delivery truck. Non CMC Ready Mix employees may not drived. Any violation of this provision will be deemed tresspassing be site for concrete washout. Trucks MAY NOT wash or rinse nated and approved location on the job site for concrete terway. Where required, all washout locations need to be written and the property of the pro	e at tance ive, into
Customer, to all the terms and constitutes agreement with te and agrees to all terms and coagreement on behalf of the Co	d conditions set forth herein. Failure or erms and conditions above. The unders onditions herein. The undersigned furt ustomer and/or Owner.	authorized agent for the Customer and agrees, on behalf of refusal to sign this delivery ticket BUT acceptance of materisigned Customer and/or Owner has reviewed all of the abouter warrants that he/she is authorized to enter into this	ial
Print Name		ignaturecknowledgement of receipt - water added - and terms and condition 14038355 B: 11383 P: 6257 Page 7 of 11 .	ons



8777 S Redwood Road Suite #250 West Jordan, UT 84088

Dispatch: 385-887-2750

Purchase Order	Invoice Number
Cody	

Customer/Delivery Address		Account Nur	nber	Date		Start Tir	ne Ticket	e Ticket Number	
3013 West Kings Mountain Court		C0274 06/23/2022			08:09	08:09 17524			
Riverton		Other Instructions				Job/Project			
Order Number		Driver	Concrete For	Truck	Slump	Yards	Ordere	d Yards Delivered	Previous Truck
42	Hay	nes, Karlton		119		3	0.00	20.00	117
Product Code		Quantity	Des	scription			Unit	Price	Amount
40AE		10.00	4000 PSI AE				CU Yar		
ENVIRO		1.00	ENVIRONMENTAL	FEE			Each		
DELIVERY		1.00	DELIVERY FEE				Per Yar		
Delvo60		1.00	Delvo60				Per Yar		
FUEL		1.00	FUEL SURCHARG	E			Each		
								Sub Total:	
			\				[	Sales Tax:	
								Amount Due:	
							•		
							_		
									l
					1403	8355	B: 113	83 P: 6258 Pa	ge 8 of 11



Office 897 W Baxter Drive South Jordan, UT

Dispatch: 385-887-2750

Job Site	Conditions
☐ Fair ☐ Windy ☐ Rain	☐ Snow ☐ Frozen Sub Grade ☐ Other
Purchase Order	Invoice Number
Cody	

	Water Added at Customer Request	Driver's Notes
Customer assumes all responsibility for the effect that water added at Customer request may have on product quality, including without limitation strength, durability, appearance, air content etc.	0.00	poured job at a six inch slump added ten gallons of water
For additional information about 2. Concrete is NOT guaranteed the time the material is delivered test on plastic or hardened con 3. Only CMC Ready Mix employedimb on or in any other way and 4. Customer is responsible to system drains. "Customer is responsible to system drains." 5. Customer and/or Owner will if such is required. To the extent that CMC Ready Mix will not be Ready Mix truck past curb line of sidewalks, etc., Customer and/or damage resulting from access or responsibility of Customer and 6. NOTICE TO PROPERTY OW result in the filing of a mechanic owner, should ensure that the CTERMS OF PAYMENT: Paymer payment is not made when due per month SERVICE CHARGE,	at our material safety, please contact dagainst freezing. Claims of shortages d. In accordance with ASTMC94, CMC crete. Due to all the natural componer yees may have access to the concrete cress the CMC Ready Mix concrete traces the CMC Ready Mix concrete traces the composition on the journal provide a location on the journal provide a design on the consible to specify and provide a design on the property and provide a design of the contract	will not be allowed and will be deemed waived unless made at C Ready Mix shall be provided with the results of any acceptance atts in concrete, CMC Ready Mix will not guarantee color. It delivery truck. Non CMC Ready Mix employees may not drive, suck. Any violation of this provision will be deemed tresspassing. It is be site for concrete washout. Trucks MAY NOT wash or rinse into nated and approved location on the job site for concrete terway. Where required, all washout locations need to be with the modern of the property, and incurred by moving CMC in damage of any nature or kind incurred by moving CMC in damage to property, curbs, gutters, epair costs for CMC Ready Mix truck oUT control and remediation is the me materials being provided herewith may as a lien release from CMC Ready Mix in exchange for payment of the invoice date for the materials being delivered. In the event and attorney fees with or without suit, together with 1.5% RATE of 18%, will be assessed until paid.
Customer, to all the terms and constitutes agreement with te	d conditions set forth herein. Failure or erms and conditions above. The under. onditions herein. The undersigned furt	authorized agent for the Customer and agrees, on behalf of the refusal to sign this delivery ticket BUT acceptance of material signed Customer and/or Owner has reviewed all of the above her warrants that he/she is authorized to enter into this
Print Name		signature



8777 S Redwood Road Suite #250 West Jordan, UT 84088

Dispatch: 385-887-2750

Purchase Order	Invoice Number
Cody	

### UNLOADING TIME: 5 MINUTES PER YARD OF CONCRETE

Customer/Delivery Address		Account Number		Date	Start Time		e Ticket Number		
3013 West Kings Mounta			C0274			+	08:36	17526	
Riverton	All Con		Other Instructions		_1	Job/Projec			
		-			•		1		
			1						
ı									
Order Number		Driver	Concrete For	Truck	Slump	Yards	Ordered	Yards Delivered	Previous Truck
42	DEFAL	JLT, DEFAULT	1	121		3	30.00	30.00	119
Product Code		Quantity	Des	scription			Unit	Price	Amount
40AE 10.00		10.00	4000 PSI AE				CU Yar		
ENVIRO	RO 1.00		ENVIRONMENTAL FEE				Each		
DELIVERY		1.00	DELIVERY FEE				Per Yar		
Delvo60		1.00	Delvo60				Per Yar		
FUEL		1.00	FUEL SURCHARG	E			Each		
								Sub Total:	
							L	Sales Tax:	
							L	Amount Due:	
							•	,	
				•					
ı									

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Office 897 W Baxter Drive South Jordan, UT

Dispatch: 385-887-2750

Job Site Conditions		
☐ Fair ☐ Windy ☐ Rain	☐ Snow ☐ Frozen Sub Grade ☐ Other	
Purchase Order	Invoice Number	
Cody		

Customer assumes all responsibility for the effect that water added at Customer request may have on product quality, including without limitation strength, durability, appearance, air content etc.  1. Concrete may cause skin irritation and burns. Avoid direct contact with skin if possible and wash skin areas promptly with water For additional information about our material safety, please contact dispatch.  2. Concrete may cause skin irritation and burns. Avoid direct contact with skin if possible and wash skin areas promptly with water For additional information about our material safety, please contact dispatch.  2. Concrete is NOT guaranteed against freezing. Claims of shortages will not be allowed and will be deemed waived unless made the time the material is delivered. In accordance with ASTMC94, CMC Ready Mix shall be provided with the results of any accept test on plastic or hardened concrete. Due to all the natural components in concrete, CMC Ready Mix will not guarantee color.  3. Only CMC Ready Mix employees may have access to the concrete delivery truck. Non CMC Ready Mix employees may not driving the provide and seignated and approved location on the ploss that for concrete washout. Trucks MAY NOT wash or rinse is storm drains. "Customer is responsible to specify and provide a designated and approved location on the ploss that for concrete washout. Trucks MAY NOT wash or rinse into storm drains or any waterway. Where required, all washout locations need to be SWPPP compliant."  5. Customer and/or Owner will be responsible to direct CMC Ready Mix employees as to proper ingress an egress of the property if such is required. Mix will not be liable and will be indemnified by them of any damage of any nature or rikin incurred by moving C Ready Mix truck past curb line or right-of-way limits, including limitation damage to property curbs, gutters, sidewalks, etc., Customer and/or Owner will also pay all towing and repair costs for CMC Ready Mix truck past curb line or right-of-way limits, including limitat		Water Added at Customer Request	Driver's Notes
For additional information about our material safety, please contact dispatch.  2. Concrete is NOT guaranteed against freezing. Claims of shortages will not be allowed and will be deemed waived unless made the time the material is delivered. In accordance with ASTMC94, CMC Ready Mix shall be provided with the results of any acceptatest on plastic or hardened concrete. Due to all the natural components in concrete, CMC Ready Mix will not guarantee color.  3. Only CMC Ready Mix employees may have access to the concrete delivery truck. Non CMC Ready Mix employees may not drive climb on or in any other way access the CMC Ready Mix concrete truck. Any violation of this provision will be deemed tresspassir 4. Customer is responsible to specify and provide a location on the job site for concrete washout. Trucks MAY NOT wash or rinse intorm drains. "Customer is responsible to specify and provide a designated and approved location on the job site for concrete washout. Trucks MAY NOT wash or rinse into storm drains or any waterway. Where required, all washout locations need to be SWPPP compliant."  5. Customer and/or Owner will be responsible to direct CMC Ready Mix employees as to proper ingress an egress of the property if such is required. To the extent that such direction is followed or that no direction is given, Customer and/or Owner acknowledge that CMC Ready Mix will not be liable and will be indemnified by them of any damage of any nature or kind incurred by moving C Ready Mix truck past curb line or right-of-way limits, including limitation damage to property, curbs, gutters, sidewalks, etc., Customer and/or Owner will also pay all towing and repair costs for CMC Ready Mix truck damage resulting from access directions or job site conditions. TRAC OUT control and remediation is the responsibility of Customer and/or Owner  6. NOTICE TO PROPERTY OWNER: Failure of Customer to pay for the materials being provided herewith may result in the filling of a mechanic's lien on the property pursuant to Utah Code Ann. 38-1.	responsibility for the effect that water added at Customer request may have on product quality, including without limitation strength, durability, appearance,	0.00	
	For additional information about 2. Concrete is NOT guaranteed the time the material is delivered test on plastic or hardened cortises on plastic or hardened cortises. Only CMC Ready Mix employed climb on or in any other way as 4. Customer is responsible to a storm drains. "Customer is responsible to storm drains."  5. Customer and/or Owner will if such is required. To the extent that CMC Ready Mix will not be Ready Mix truck past curb line sidewalks, etc., Customer and/damage resulting from access responsibility of Customer and 6. NOTICE TO PROPERTY OW result in the filing of a mechanic owner, should ensure that the open payment is not made when duper month SERVICE CHARGE	at our material safety, please contact did against freezing. Claims of shortages and. In accordance with ASTMC94, CMC acrete. Due to all the natural componency wees may have access to the concrete access the CMC Ready Mix concrete trupecify and provide a location on the job ponsible to specify and provide a design shor rinse into storm drains or any wat a be responsible to direct CMC Ready Materials and will be indemnified by their or right-of-way limits, including limitation of the concrete will also pay all towing and redirections or job site conditions. TRAC diffor Owner will also pay all towing and redirections or job site conditions. TRAC diffor Owner will also pay all towing and redirections or job site conditions. TRAC diffor Owner will also pay all towing and the concrete obtains in full is due within 30 days following e, reasonable collection fees, lien fees, which is an ANNUAL PERCENTAGE	spatch.  will not be allowed and will be deemed waived unless made at C Ready Mix shall be provided with the results of any acceptance its in concrete, CMC Ready Mix will not guarantee color. delivery truck. Non CMC Ready Mix employees may not drive, tack. Any violation of this provision will be deemed tresspassing. It is site for concrete washout. Trucks MAY NOT wash or rinse into mated and approved location on the job site for concrete verway. Where required, all washout locations need to be  Mix employees as to proper ingress an egress of the property, no direction is given, Customer and/or Owner acknowledges in of any damage of any nature or kind incurred by moving CMC on damage to property, curbs, gutters, epair costs for CMC Ready Mix truck. OUT control and remediation is the  Mix employees as to proper ingress an egress of the property, no direction is given, Customer and/or Owner acknowledges in of any damage of any nature or kind incurred by moving CMC on damage to property, curbs, gutters, epair costs for CMC Ready Mix truck. OUT control and remediation is the  Mix employees as to proper ingress an egress of the property, no direction is given, Customer and/or Owner acknowledges.  Initial  Initial
constitutes agreement with terms and conditions above. The undersigned Customer and/or Owner has reviewed all of the above and agrees to all terms and conditions herein. The undersigned further warrants that he/she is authorized to enter into this agreement on behalf of the Customer and/or Owner.	Customer, to all the terms and constitutes agreement with to and agrees to all terms and constitutes.	d conditions set forth herein. Failure or erms and conditions above. The unders conditions herein. The undersigned furti	refusal to sign this delivery ticket BUT acceptance of material signed Customer and/or Owner has reviewed all of the above
Print Name Signature	Print Name	S	ignaturecknowledgement of receipt - water added - and terms and conditions